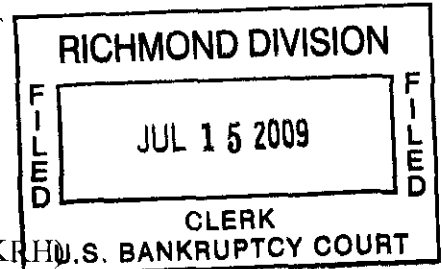


ORIGINAL

UNITED STATES BANKRUPTCY COURT  
EASTERN DIVISION OF VIRGINIA  
RICHMOND DIVISION



In re

Circuit City Stores, Inc., *et al.*,  
  
Debtors.

Chapter 11

Case No. 08-35653 (KRH)  
(Jointly Administered)

Hearing Date: July 23, 2009 at 11:00 a.m. (EDT)  
Objection Deadline: July 16, 2009 at 4:00 p.m. (EDT)

**OPPOSITION OF MONSTER, LLC TO OBJECTION TO DEBTORS'  
TWENTIETH OMNIBUS OBJECTION TO CLAIMS**

1. Monster, LLC ("Monster"), an administrative creditor of chapter 11 debtor Circuit City Stores, Inc. ("Debtor"), hereby files this Opposition to *Debtors' Twentieth Omnibus Objection To Claims (Reclassification To Unsecured Claims Of Certain Claims Filed As 503(B)(9) Claims For Goods Received By The Debtors Not Within Twenty Days Of The Commencement Of The Cases)* ("20th Claim Objection"). By this Opposition, Monster opposes the Debtor's assertion that Monster's Section 503(b)(9) Claim (defined below) should be reduced by the sum of \$18,515.04.

2. On December 19, 2008, Monster timely filed a claim under §503(b)(9) of the Bankruptcy Code against the Debtor's estate in the amount of \$159,122.52 (the "Section 503(b)(9) Claim").<sup>1</sup>

3. Pursuant to the 20th Omnibus Objection (see pages 20 and 100 of the 20th Omnibus Objection) the Debtor asserts that goods delivered under Monster's invoice 20022819 ("Invoice"), in the amount of \$18,515.04, were delivered outside the 20 day pre-petition period allowed under Section 503(b)(9) of the Bankruptcy Code. Based on this assertion, the Debtor seek to reduce the Section 503(b)(9) Claim by \$18,515.04.

<sup>1</sup> According to the 20th Omnibus Objection, the Debtor identifies Monster's Section 503(b)(9) Claim as "claim number 1349."

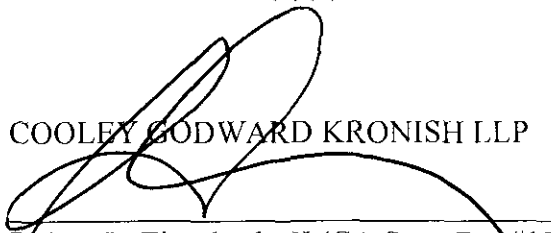
4. However, the allegations in the 20th Omnibus Objection are wrong. As set forth in the Invoice and Bill and Lading, the Debtor took delivery of Monster's goods identified in the Invoice and by Debtor's PO #2153398, on November 3, 2008, 7 days prior to the November 10, 2008 petition date. True and correct copies of the Invoice and Bill and Lading are attached hereto as **Exhibit A**.

5. Because the Debtor took delivery of the goods identified in the Invoice within 20 days of the filing of the Debtor's Chapter 11 petition, the 20th Claim Objection should be denied and Monster's Section 503(b)(9) Claim should be allowed in full and paid immediately.

**WHEREFORE**, Monster prays for an order denying the relief requested in the 20th Omnibus Objection and requests Monster's Section 503(b)(9) Claim should be allowed in full and paid immediately.

Dated: July 13, 2009

COOLEY GODWARD KRONISH LLP



Robert L. Eisenbach III (CA State Bar #124896)  
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Counsel for Monster, LLC



**Exhibit A**

Invoice and Bill of Lading

**MONSTER**Doc 4110 **INVOICE** Page 5 of 8

Invoice No: 20022819  
 Invoice Date: October 10, 2008  
 Page: Page 1 of 1  
 Customer: CIRCUIT CITY  
 Customer No: 2226

**MONSTER, LLC**  
 7251 West Lake Mead Blvd.  
 Suite 342  
 Las Vegas NV 89128  
 United States  
 Tel: 18778008989  
 Fax: 415/468-4319  
[www.monstercable.com](http://www.monstercable.com)

**REMIT TO:**  
**Monster LLC**  
 Post Office Box 49249  
 San Jose CA 95161-9249  
 United States

**Bill to:** CIRCUIT CITY

EDI CONTACT  
 9954 MAYLAND DRIVE  
 EDI - A/C - ATTN MERCH PAYABLE  
 RICHMOND VA 23233

**Payment Terms:** Net 060 Days  
**Due Date:** December 09, 2008  
**Order No:** 0000572058  
**Order Date:** September 18, 2008  
**Freight:** COLLECT  
**Shipped Via Carrier:** TRUCK  
**Customer P.O. No:** 2153398  
**Ship From Country:** United States

**Attention:** EDI CONTACT**Ship to:** CIRCUIT CITY #775 GROVELAND

19925 INDEPENDENCE BLVD  
 GROVELAND FL 34736

**Attention:** EDI CONTACT

<u>Line</u>	<u>Ordered</u>	<u>Qty / Shipped</u>	<u>Product Code</u>	<u>Description / UPC / Customer Product No. / Customer P.O No.</u>	<u>Master Carton</u>	<u>Unit Price</u>	<u>UOM</u>	<u>Total</u>
8	210	210	121566-00	MP HTFS 450; FLATSCRN PWRCNTR / 050644513220 / / 000000000008	6	67.4800	EA	14,170.80
9	138	138	121565-00	FS MP HTS 300; 1PC HTS 300 / 050644513213 / / 000000000009	6	31.4800	EA	4,344.24

**Sub-Total:** 18,515.04

**Total:** 18,515.04 USD

All sales are subject to our Conditions of Sale, a copy of which is printed on the reverse or available on request. Please note that we do not accept, and we hereby expressly reject, any additional or inconsistent terms and conditions.

The parties expressly agree that these terms and Conditions and all related documents be written in the English language.

Les parties ont exigé que les présents termes et conditions et tous les documents connexes soient rédigés en anglais.


**Representative:** 9999 House

Thank you for your Order!

Ship Date: 11/3/2008 21100

# BILL OF LADING

Page 1

<b>Ship From</b> MONSTER, LLC 3837 Bay Lake Trail N Las Vegas, NV 89030		<b>Bill of Lading Number:</b> 0000006 	
<b>Ship To</b> Name: CIRCUIT CITY #775 GROVELAND Location #: Address: 19925 INDEPENDENCE BLVD City/State/Zip: GROVELAND, FL 34736 FOB:		<b>Carrier Name:</b> Pickup <b>Service Level:</b> TRUCK <b>Trailer Number:</b> CIRCUITCITY-103108 <b>Seal number(s):</b> <b>Ship ID:</b> SID0127713	
<b>Third Party Freight Charges Bill To:</b>		<b>SCAC:</b> <b>Pro Number:</b> 0000006 +1 # 55639	
<b>SPECIAL INSTRUCTIONS:</b> Load ID: 08771		<b>Freight Charge Terms:</b> (freight charges are prepaid unless marked otherwise) Pre-Paid _____ Collect <input checked="" type="checkbox"/> 3rd Party _____	
		<input type="checkbox"/> Master Bill of Lading: with attached underlying Bills of Lading (check box)	

Customer Order Information				
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	Pallet/Slip (Circle One)	
2153398	45	572.98	Y	N
2166983	13	173.23	Y	N
			Y	N
			Y	N
			Y	N
<b>GRAND TOTAL</b>	<b>58</b>	<b>746.20</b>		

Carrier Information				
HANDLING UNIT		PACKAGE		WEIGHT
QTY	TYPE	QTY	TYPE	
2	Pallets	2	Pallets	746.20
2		2		746.20
<b>GRAND TOTAL</b>				


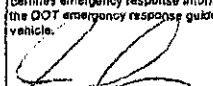
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:  
 "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_"

**COD Amount:** \$ \_\_\_\_\_  
**Fee Terms:** Collect: ☐ Prepaid: ☐  
 Customer check acceptable: ☐

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B).

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

<b>SHIPPER SIGNATURE/DATE</b> This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.  11-3-08		<b>Trailer Loaded:</b> <input checked="" type="checkbox"/> By Shipper <input type="checkbox"/> By Driver		<b>Freight Counted:</b> <input checked="" type="checkbox"/> By Shipper <input type="checkbox"/> By Driver/pallets said to contain <input type="checkbox"/> By Driver/Pieces		<b>CARRIER SIGNATURE/PICKUP DATE</b> Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle.  11-3-08	
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**PROOF OF SERVICE**

I, Kris Tsao Cachia, hereby declare:

I am employed in the City of San Francisco, County of San Francisco, California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Cooley Godward Kronish LLP, 101 California Street, 5<sup>th</sup> Floor, San Francisco, California 94111-5800.

On July 14, 2009, I served the foregoing document(s) described as:

**OPPOSITION OF MONSTER, LLC TO OBJECTION TO DEBTORS'  
TWENTIETH OMNIBUS OBJECTION TO CLAIMS**

on the interested parties in this action by placing a true copy(ies) thereof, on the above date, enclosed in sealed envelopes for service and prepared for processing as described below, and addressed and served in the manner indicated on the attached service list.

XX (BY FIRST CLASS MAIL) I am personally and readily familiar with the business practice of Cooley Godward Kronish LLP for collection and processing of correspondence for mailing with the United States Postal Service, pursuant to which mail placed for collection at designated stations in the ordinary course of business is deposited the same day, proper postage prepaid, with the United States Postal Service.

\* \* \* \* \*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 14, 2009 at San Francisco, California.

  
Kris Tsao Cachia

**SERVICE LIST**

Debtor

Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233

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